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STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

FIRST AMENDMENT TO OIL AND GAS LEASE (No Surface Use)

Reference is hereby made to that certain Oil and Gas Lease (No Surface Use), dated effective the 1st day of May, 2007, by and between Potomac Street Investments #3, LLC, a Texas limited liability corporation, whose address is 3108 W. 6th Street, Suite 222, Fort Worth, Texas 76107 ("**Lessor**"), and Four Sevens Resources Co., Ltd., whose address is 1090 Fort Worth Club Building, 777 Taylor Street, Fort Worth, Texas 76102 ("**Four Sevens**"), which is recorded in the Official Public Records of Tarrant County at Document Number D207172958 (the "**Lease**").

WHEREAS, Four Sevens' interest in the Lease was assigned to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("**Chesapeake**"), by that certain Assignment, Bill of Sale and Conveyance, dated effective as of July 1, 2007, at 7:00 a.m. local time, which is recorded in the Official Public Records of Tarrant County, Texas at Document Number D207278544;

WHEREAS, Lessor and Chesapeake, as the current Lessee under the Lease, hereby desire to execute this First Amendment to Oil and Gas Lease (No Surface Use) (the "**First Amendment**").

NOW, THEREFORE, Lessor and Chesapeake, as the current Lessee under the Lease, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. The first sentence of paragraph five (5) of the Lease is hereby **deleted** in its entirety and **replaced** with the following new first sentence of paragraph five (5):

"5. Pooling. Lessee shall pool all of the Leased Premises with other adjoining land, lease, or leases, into one (1) pooled unit containing not more than: (i) forty (40) surface acres for any well other than a Horizontal Well; and (ii) three hundred and twenty (320) surface acres for Horizontal Wells."

2. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall prevail as to the extent of such conflict.

3. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. This First Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instruments.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is May 1, 2007.

LESSOR:

POTOMAC STREET INVESTMENTS, LLC #3

A Texas Limited Liability Corporation

By: Matthew H. Milder

Printed Name: MATTHEW H. Milder

Title: Owner

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,

an Oklahoma limited liability company

By: [Signature]
Henry J. Hood – Land and Legal & General Counsel

JHM
QCB

ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this 2 day of September, 2009, by Madeline as Owner of **POTOMAC STREET INVESTMENTS, L.L.C. #3**, a Texas limited liability corporation, on behalf of said organization.



Jill J. Francis
Notary Public in and for the State of Texas

Jill J. Francis
(Type or print Notary's name)
My commission expires: _____

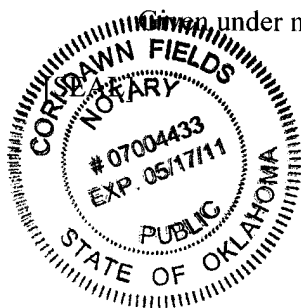
STATE OF OKLAHOMA

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§
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COUNTY OF OKLAHOMA

Before me, a Notary Public, on this day personally appeared Henry J. Hood, as Senior Vice-President—Land and Legal & General Counsel, of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal this 24th day of September, 2009.

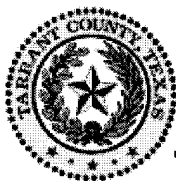


Cori Dawn Fields
Notary Public, State of Oklahoma

Cori-Dawn Fields
Notary's name (printed)
My commission expires: 5.17.2011

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

JEFF RAMSDELL
6100 N WESTERN AVE
OKLAHOMA CITY, OK 73118

Submitter: JAMES C FARLEY

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/27/2009 1:57 PM

Instrument #: D209283897

LSE

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PGS

\$24.00

By:

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D209283897

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES